

JOSEPH A. SAWYER, JR.  
JANYCE R. MITCHELL  
STEPHEN G. SULLIVAN

MICHELE LIU  
JOYCE A. TOM



SUITE 406  
2465 E. BAYSHORE ROAD  
PALO ALTO, CALIFORNIA 94303

TELEPHONE (650) 493-4540  
FACSIMILE (650) 493-4549

May 15, 2001

VIA FEDERAL EXPRESS

Trung Dinh  
1820 Catherine Street  
Santa Clara, CA 95050

Re: United States Patent Application Serial. No. 09/742,848  
Title: IMPLEMENTATION OF A SUPPLY-BASED MANAGEMENT  
SYSTEM IN A NETWORK ENVIRONMENT  
Applicant: marketFusion, Inc.  
Our Reference: 1760P  
14801?

Dear Mr. Dinh:

The above-referenced application was filed in the United States Patent and Trademark Office on December 20, 2000. As a named inventor in this application, your signature is required on the enclosed Declaration/Power of Attorney and Assignment. Please sign and date both documents where indicated, and return the executed papers to our office as soon as possible. For your convenience, an addressed pre-paid return envelope is enclosed.

You prompt attention to this matter is greatly appreciated. If you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,

Michele Liu

Enclosures

MARKET051501.1760P

EXH.C 1-5

DECLARATION AND POWER OF ATTORNEY FOR UTILITY PATENT APPLICATION

I, a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below, next to my name,

I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

**IMPLEMENTATION OF A SUPPLY-BASED MANAGEMENT SYSTEM IN A NETWORK ENVIRONMENT**

the specification of which

is attached hereto.

☒ was filed on December 20, 2000 and assigned Ser. No. 09/742,848.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I do not know and do not believe that the same was ever known or used in the United States of America before my invention thereof, or patented or described in any printed publication in any country before my invention thereof or more than one year prior to this application, that the same was not in public use or on sale in the United States of America more than one year prior to this application, and said invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to this application.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56 (a).

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119, of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

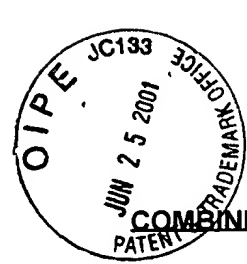
Priority Claimed

<u>(Number)</u>	<u>(Country)</u>	<u>(Day/Month/Year Filed)</u>	<u>Yes</u>	<u>No</u>
<u>(Number)</u>	<u>(Country)</u>	<u>(Day/Month/Year Filed)</u>	<u>Yes</u>	<u>No</u>

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

<u>(Application Serial No.)</u>	<u>(Filing Date)</u>	<u>(Status -- patented, pending, abandoned)</u>
<u>(Application Serial No.)</u>	<u>(Filing Date)</u>	<u>(Status -- patented, pending, abandoned)</u>

EXH.C 2-5



**COMBINED DECLARATION/POWER OF ATTORNEY (continued)**

Full Name of **fifth**/joint inventor: **Trung Dinh**

Residence Address: **1820 Catherine Street**  
**San Jose**      **Santa Clara**      **California**      **95050**  
City              County              State              Zip

Post Office Address: **SAME**

Country of Citizenship: **United States of America**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

EXH. C 3-5

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned, Gregory Gardner; Amrit Jassal; Bharti Agrawal; Suresh Narayanaswamy; and Trung Dinh, do hereby sell, assign, and transfer unto **MarketFusion, Inc.**, a corporation having a principal place of business at 1403 Parkmoor Avenue, San Jose, California 95126 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent,

☐ which has been executed by the undersigned concurrently herewith,

☒ which was filed on December 20, 2000, and assigned Ser. No. 09/742,848

and is entitled:

### **IMPLEMENTATION OF A SUPPLY-BASED MANAGEMENT SYSTEM IN A NETWORK ENVIRONMENT**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name: \_\_\_\_\_  
Trung Dinh

Date: \_\_\_\_\_

EXH. C 4-5

Form Please print and press hard.

Date **May 15, 2001** Sender's FedEx Account Number **1652-4699-3**

Sender's Name **Michele Liue** Phone **(650) 493-4540**

Company **SAWYER LAW GROUP LLP**

Address **2465 E BAYSHORE RD STE 406**

City **PALO ALTO** State **CA** ZIP **94303**

Our Internal Billing Reference **1980P/Market** OPTIONAL

Recipient's Name **Trung Dinh** Phone ( )

Company

Address **1820 Catherine Street**

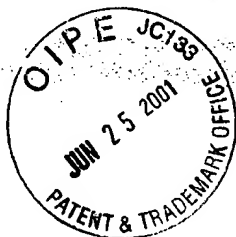
City **Santa Clara** State **CA** ZIP **95050**

**Postmark: edEx USA Airbill**

See back for application instructions.

**Questions? Visit our Web site at fedex.com**  
or call 1-800-Go-FedEx® (800)463-3339.

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.



0179796861

**4a Express Package Service**

- ☒ **FedEx Priority Overnight** Next business morning ☒ **FedEx Standard Overnight** Next business afternoon ☐ **FedEx First Overnight** Earliest next business morning delivery to select locations
- ☐ **FedEx 2Day** Second business day ☐ **FedEx Express Saver** Third business day ☐ **NEW FedEx Extra Hours** Late drop-off with next business afternoon delivery for select locations

**4b Express Freight Service**

- ☐ **FedEx 1Day Freight\*** Next business day ☐ **FedEx 2Day Freight** Second business day ☐ **FedEx 3Day Freight** Third business day

\* Call for Confirmation:

**5 Packaging**

- ☒ **FedEx Envelope\*** ☐ **FedEx Pak\*** Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak ☐ **Other Pkg.** Includes FedEx Box, FedEx Tube, and customer pkg.

**6 Special Handling**

- ☐ **SATURDAY Delivery RESTRICTIONS** Available only for FedEx Priority Overnight and FedEx 2Day to select ZIP codes ☐ **SUNDAY Delivery RESTRICTIONS** Available only for FedEx Priority Overnight to select ZIP codes ☐ **HOLD Weekday at FedEx Location RESTRICTIONS** Not available with FedEx First Overnight ☐ **HOLD Saturday at FedEx Location RESTRICTIONS** Available only for FedEx Priority Overnight and FedEx 2Day to select locations
- Does this shipment contain dangerous goods?  
☒ No ☐ Yes As per attached Shipper's Declaration ☐ **Dry Ice** Dry Ice, 9, UN 1845 x kg ☐ **Cargo Aircraft Only**
- Dangerous Goods (incl. Dry Ice) cannot be shipped in FedEx packaging or with FedEx Extra Hours service.

**7 Payment Bill to:**

- ☐ **Sender** ☐ **Recipient** ☐ **Third Party** ☐ **Credit Card** ☐ **Cash/Check**

FedEx Acct. No. Credit Card No. Exp. Date

Total Packages Total Weight Total Declared Value\* \$ .00

\*Our liability is limited to \$100 unless you declare a higher value. See back for details.

**8 Release Signature**

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

406

EXH.C 5-5